

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 5/16/06

Division: Engineering

Bulk Item: Yes ☐ No ☐

Department: _____

Staff Contact Person: Dave Koppel

AGENDA ITEM WORDING: Approval to enter into an agreement with FDOT for funding for emergency relief for expenses incurred as a result of Hurricanes Katrina, Rita and Wilma.

ITEM BACKGROUND: The Federal Highway Administration has authorized funds for emergency relief for expenses due to hurricanes, including debris removal, storm sewer desilting, traffic signal repair and road wash out repair expenses.

PREVIOUS RELEVANT BOCC ACTION: none

CONTRACT/AGREEMENT CHANGES: n/a

STAFF RECOMMENDATIONS: Approval as stated above

TOTAL COST: \$ 5,886,000

BUDGETED: Yes ☐ No ☐


COST TO COUNTY: _____

SOURCE OF FUNDS: FDOT grant

REVENUE PRODUCING: Yes ☐ No ☐ **AMOUNT PER MONTH** _____ **Year** _____

APPROVED BY: County Atty. X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL:


David S. Koppel, P.E., County Engineer

DOCUMENTATION: Included X Not Required _____

DISPOSITION: _____

AGENDA ITEM # _____

CONTRACT SUMMARY

for BOCC meeting on 5/17/06 Agenda Deadline: 5/2/06

① Dave Koppel - See Note on Next page.

(1) Federal Highway Administration (FHWA)

Dave:

I have signed this contract, but need to point out to you that it is imperative that someone in your department keep very close track of the bills that are paid to repair the Federal Highways from road washouts, debris removal, CEI services, roadway storm desilting/debris removal from storm drains and Traffic sign repair and replacement.

You must ensure that there is no double billing occurs, as there is reimbursement under this contract as well as our FEMA disaster contract. FEMA does not get involved with anything to do with Federal Highway Grants as per above. Any double billing from FEMA for this work will be de-obligated. The County will be required to return the funding from the duplicated Grant.

A handwritten signature in black ink, appearing to read "Salvatore Zappulla". The signature is fluid and cursive, with a large initial 'S'.

**Salvatore Zappulla
Division Director
Budget and Finance**

Contract No.: _____

Catalog of Federal Domestic Assistance No: 20.205

Date of Execution: _____

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
EMERGENCY RELIEF PROGRAM AGREEMENT**

WHEREAS, the Federal Highway Administration, herein 'FHWA', has established an Emergency Relief Program codified at 23 USC §125; and

WHEREAS, FHWA has, as a result of Hurricanes Katrina, Rita and Wilma, authorized funding to be provided to the State of Florida, Department of Transportation, herein 'FDOT', for relief from the damage inflicted by said storms; and

WHEREAS, this Emergency Relief Program Agreement provides for emergency relief; and

WHEREAS, Monroe County, herein 'LOCAL GOVERNMENT', has incurred certain costs and expenses as a direct result of Hurricanes Katrina, Rita and Wilma, and as defined on the attached Detailed Damage Inspection Reports, herein 'DDIRs'; and

Hurricane	Financial Project Number	DDIR Number	Date Work Began	Date Work Completed	Total Maximum Limiting Amount
Katrina	419738-1-D2-02	KA90-005			\$360,000.00
Katrina	419738-1-62-05	KA90-005			\$70,000.00
Rita	419885-1-D2-03	RI90-009			\$300,000.00
Rita	419885-1-62-03	RI90-009			\$50,000.00
Wilma	420038-1-D2-04	WI90-006			\$2,500,000.00
Wilma	420038-1-62-03	WI90-006			\$400,000.00
Wilma	420038-1-D2-05	WI90-008			\$1,300,000.00
Wilma	420038-1-E2-02	WI90-009			\$15,000.00
Wilma	421072-4-G8-01	WI90-010			\$810,000.00
Wilma	421072-4-68-01	WI90-010			\$81,000.00
TOTAL MAXIMUM LIMITING AMOUNT					\$5,886,000.00

WHEREAS, it has been determined that emergency repairs are necessary and that the costs and expenses of said repairs are eligible for reimbursement up to 100%, dependent on the amount of allocation made by FHWA;

NOW THEREFORE,

The parties agree as follows:

1. The FDOT enters into this Agreement as the administrator of FHWA Emergency Relief Program funds with the administration of funds being subject to the terms and conditions of 23 USC §125 and the Program Administration Manual published by the FHWA.
2. The LOCAL GOVERNMENT has been authorized by FHWA to undertake and to complete certain emergency relief efforts associated with Federal Aid highways or roads on federal lands within its jurisdiction. The scope of work and services authorized by FHWA are described in the attached DDIRs, incorporated herein as Exhibit 'A'.
3. Emergency Repair projects under the FHWA Emergency Relief Program must comply with the requirements of the National Environmental Policy Act (NEPA) of 1969 and as further defined in Chapter 6-N of the FHWA Emergency Relief Manual, which may be obtained at <http://www.fhwa.dot.gov/reports/erm/ermchap6.htm#n>.
4. Subject to the terms and conditions of the Emergency Relief Program, FDOT agrees to reimburse LOCAL GOVERNMENT for eligible costs from the funds provided to FDOT for said purposes. In the event the funding provided to FDOT by FHWA is insufficient to pay all eligible emergency relief costs of all local governments, FDOT shall allocate the reimbursement on a prorata basis among all eligible claims submitted.
5. Invoices for fees and other compensation will be certified by LOCAL GOVERNMENT as being due and eligible for reimbursement and shall be submitted in sufficient detail to allow a proper pre and post audit thereof.
6. The FDOT agrees to reimburse LOCAL GOVERNMENT in a Lump Sum Amount not to exceed FIVE MILLION EIGHT HUNDRED EIGHTY-SIX THOUSAND DOLLARS (\$5,886,000.00) for actual direct costs. Backup documentation is required and must support the invoice total. No reimbursement will be made for travel.
7. Participants providing goods and services to FDOT should be aware of the following time frames. Upon receipt of an invoice, FDOT has twenty (20) working days to inspect and approve the goods and services. The FDOT has twenty (20) days to deliver a request for payment (voucher) to the State of Florida, Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
8. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount. Interest penalties of less than ONE DOLLAR (\$1.00) will not be endorsed unless LOCAL GOVERNMENT requests payment. Invoices which have to be returned to LOCAL GOVERNMENT because of LOCAL GOVERNMENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to FDOT.
9. Vendor Ombudsman has been established within the State of Florida, Department of Financial Services. The duties of this individual include acting as an advocate for Contractors/vendors who may be contacted at (850) 410-9724 or by calling the Department of Financial Service's Hotline at 1-800-848-3792.

10. Recipients of federal funds awarded by FDOT to LOCAL GOVERNMENT are subject to audits as defined in OMB Circular A-133, as revised. The circular may be obtained at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

11. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to FDOT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to FDOT upon request. Records of costs incurred includes LOCAL GOVERNMENT's general accounting records and project records, together with supporting documents and records of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by FDOT for a proper audit of costs. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from LOCAL GOVERNMENT to FDOT.

12. The FDOT may unilaterally cancel this Agreement for refusal by LOCAL GOVERNMENT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by LOCAL GOVERNMENT in conjunction with this Agreement.

13. In the event this Agreement is in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) or has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The FDOT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The FDOT shall require a statement from the Comptroller of the FDOT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the FDOT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one year.”

14. All agreements entered into by LOCAL GOVERNMENT for which LOCAL GOVERNMENT seeks reimbursement under the terms of this Agreement shall include the “Required Contract Provisions, Federal-Aid Construction Contracts”. The most recent version of said provisions may be obtained at <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>. The services provided under this Agreement involve funding from FHWA and the provisions indicated on form FHWA-1273 apply.

15. After this Agreement is fully executed by both parties, all invoices for reimbursement are to be mailed to:

Florida Department of Transportation
Attn: Kenneth Robertson, JPA Coordinator

1000 NW 111 Ave, Rm. 6137
Miami, Florida 33172
Phone: (305) 470-5452
kenneth.robertson@dot.state.fl.us

16. This Agreement will expire on June 30, 2007. All invoices for reimbursement under this Agreement will be submitted by the LOCAL GOVERNMENT to the FDOT no later than 120 days after Agreement expiration, preferably sooner. Invoices received after this date will not be paid.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement this _____ day of _____, 2006, and the FDOT has executed this Agreement this _____ day of _____, 2006.

MONROE COUNTY

By: _____
Name: _____
Title: _____

Attest:

County Clerk (SEAL)

Legal Review: **MONROE COUNTY ATTORNEY**

APPROVED AS TO FORM:


SUZANNE A. HUTTON

LOCAL GOVERNMENT Attorney
Date 4/23/06

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
Name: John Martinez, P.E.
Title: District Six Secretary

Attest:

Executive Secretary (SEAL)

Legal Review:

District Six General Counsel

Authorization Received From the Comptroller's
Office as to Availability of Funds:

EXHIBIT 'A'

Detailed Damage Inspection Reports

Attached hereto and incorporated herein by reference:

DDIR #KA90-005

Monroe County - various locations on Federal-aid routes

Debris removal and CEI services from Hurricane Katrina, DRC contract, RW Beck

Contact Person: Dave Koppel

DDIR #RI90-009

Monroe County - various locations on Federal-aid routes

Debris removal and CEI services from Hurricane Rita, DRC contract, RW Beck

Contact Person: Dave Koppel

DDIR #WI90-006

Monroe County - various locations on Federal-aid routes

Debris removal and CEI services from Hurricane Wilma, DRC contract, RW Beck

Contact Person: Dave Koppel

DDIR #WI90-008

Monroe County - various locations on Federal-aid routes

Roadway storm sewer desilting, debris removal from Hurricane Wilma, contract

Contact Person: Dave Koppel

DDIR #WI90-009

Monroe County - various locations on Federal-aid routes

Traffic sign repair and replacement from Hurricane Wilma

Contact Person: Dave Koppel

DDIR #WI90-010

Monroe County – SR 4A, CR 941

Roadway washouts from Hurricane Wilma, contract

Contact Person: Dave Koppel



U.S. Department
of Transportation
Federal Highway
Administration

DETAILED DAMAGE INSPECTION REPORT

(Title 23, Federal-aid Highways)

Report Number

KA90-005

Sheet

1 of 1

Location (Name of Road and Milepost)

VARIOUS LOCATIONS IN MONROE COUNTY

FHWA Disaster Number

FL-05-03

Inspection Date

11-15-05

Description of Damage

DEBRIS REMOVAL & CEI SERVICES
FOR HURRICANE KATRINA

Federal-aid Route Number

VARIOUS

State

County

FL

90-MONROE

Cost Estimate

	Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost	
					Completed	Remaining
Emergency Repair	DEBRIS REMOVAL - DRC, INC.					\$360,000
	CEI SERVICES - RW BECK					\$70,000
Method					Subtotal	\$430,000
<input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input checked="" type="checkbox"/> Contract					PE/CE	
					Emergency Repair Total	\$430,000

Permanent Restoration						
Method					Subtotal	
<input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input type="checkbox"/> Contract					PE/CE	
					Right-of-Way	
					Perm. Repair Totals	

Environmental Assessment Recommendation	<input checked="" type="checkbox"/> Categorical Exclusion <input type="checkbox"/> EAVEIS	Estimated Total	\$430,000
Recommendation	<input checked="" type="checkbox"/> Eligible <input type="checkbox"/> Ineligible	FHWA Engineer	Date 11-15-05
Concurrence	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	State Engineer	Date 11/15/05
Concurrence	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Local Agency Representative	Date 11-15-05



U.S. Department
of Transportation
Federal Highway
Administration

DETAILED DAMAGE INSPECTION REPORT

(Title 23, Federal-aid Highways)

Report Number

RI90-009

Sheet

1 of 1

Location (Name of Road and Milepost)

VARIOUS LOCATIONS IN MONROE COUNTY

FHWA Disaster Number

FL-05-04

Inspection Date

11-15-05

Description of Damage

DEBRIS REMOVAL & CEI SERVICES
FOR HURRICANE RITA

Federal-aid Route Number

VARIOUS

State

County

FL

90-MONROE

Cost Estimate

	Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost	
					Completed	Remaining
Emergency Repair	DEBRIS REMOVAL - DRC, INC					\$300,000
	CEI SERVICES - R.W. BECK					\$50,000
Method					Subtotal	\$350,000
<input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input checked="" type="checkbox"/> Contract					PE/CE	
					Emergency Repair Total	\$350,000

Permanent Restoration						
Method					Subtotal	
<input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input type="checkbox"/> Contract					PE/CE	
					Right-of-Way	
					Perm. Repair Totals	

Environmental Assessment Recommendation			Estimated Total	\$ 350,000
<input checked="" type="checkbox"/> Categorical Exclusion	<input type="checkbox"/> EA/EIS			
Recommendation	<input checked="" type="checkbox"/> Eligible	<input type="checkbox"/> Ineligible	PHWA Engineer	Date 11-15-05
Concurrence	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	State Engineer	Date 11-15-05
Concurrence	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Local Agency Representative	Date 11-15-05



U.S. Department
of Transportation
Federal Highway
Administration

DETAILED DAMAGE INSPECTION REPORT

(Title 23, Federal-aid Highways)

Report Number

WI 90-006

Sheet

1 of 1

Location (Name of Road and Milepost)

VARIOUS LOCATIONS IN MONROE COUNTY
FOR MONROE COUNTY

FHWA Disaster Number

FL-06-01

Inspection Date

11-15-05

Description of Damage

DEBRIS REMOVAL & CEI SERVICES
FOR HURRICANE WILMA

Federal-aid Route Number

VARIOUS

State

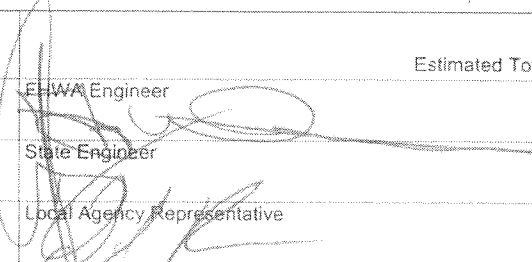
County

FL 90-MONROE

Cost Estimate

	Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost	
					Completed	Remaining
Emergency Repair	DEBRIS REMOVAL - DRC, INC					\$2,500,000
	CEI SERVICES - R.W. BECK					400,000
Method					Subtotal	\$2,900,000
<input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input checked="" type="checkbox"/> Contract					PE/CE	
					Emergency Repair Total	\$2,900,000

Permanent Restoration						
Method					Subtotal	
<input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input type="checkbox"/> Contract					PE/CE	
					Right-of-Way	
					Perm. Repair Totals	

Environmental Assessment Recommendation				Estimated Total	\$2,900,000	
<input checked="" type="checkbox"/> Categorical Exclusion	<input type="checkbox"/> EAVEIS					
Recommendation		FHWA Engineer				Date
<input checked="" type="checkbox"/> Eligible	<input type="checkbox"/> Ineligible					11-15-05
Concurrence		State Engineer				Date
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No					11-15-05
Concurrence		Local Agency Representative				Date
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No					11-15-05



U.S. Department
of Transportation
Federal Highway
Administration

DETAILED DAMAGE INSPECTION REPORT

(Title 23, Federal-aid Highways)

Report Number

WI 90-008

Sheet

1 of 1

Location (Name of Road and Milepost)

VARIOUS LOCATIONS IN MONROE COUNTY
FOR MONROE COUNTY

FHWA Disaster Number

FL-06-01

Inspection Date

11-15-05

Description of Damage

ROADWAY STORM SEWER DESILTING, DEBRIS
REMOVAL FROM STORM DRAINS DUE TO
HURRICANE WILMA

Federal-aid Route Number

VARIOUS

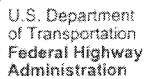
State

County

FL 90-MONROE

Cost Estimate

	Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost	
					Completed	Remaining
Emergency Repair	ROADWAY STORM SEWER DESILTING					1,300,000
Method				Subtotal	1,300,000	
<input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input checked="" type="checkbox"/> Contract				PE/CE		
				Emergency Repair Total	1,300,000	
Permanent Restoration						
Method				Subtotal		
<input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input type="checkbox"/> Contract				PE/CE		
				Right-of-Way		
				Perm. Repair Totals		
Environmental Assessment Recommendation				Estimated Total	1,300,000	
<input checked="" type="checkbox"/> Categorical Exclusion <input type="checkbox"/> EA/EIS						
Recommendation				FHWA Engineer	Date	
<input checked="" type="checkbox"/> Eligible <input type="checkbox"/> Ineligible					11-15-05	
Concurrence				State Engineer	Date	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					11/15/05	
Concurrence				Local Agency Representative	Date	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					11-15-05	



(Title 23, Federal-aid Highways)

Report Number

WI - 90 - 009

Sheet

1 of 1

Location (Name of Road and Milepost)

VARIOUS LOCATIONS IN MONROE COUNTY
FOR MONROE COUNTY

FHWA Disaster Number

FL-06-01

Inspection Date

11-15-05

Description of Damage

TRAFFIC SIGN REPAIR & REPLACEMENT DUE TO
HURRICANE WILMA

Federal-aid Route Number

VARIOUS

State

County

90 - MONROE

Emergency Repair

	Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost	
					Completed	Remaining
	TRAFFIC SIGN REPAIR & REPLACEMENT				\$	15,000
Method					Subtotal	
<input checked="" type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input type="checkbox"/> Contract					PE/CE	
					Emergency Repair Total	\$ 15,000

Permanent Restoration

Permanent Restoration				
Method	<input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input type="checkbox"/> Contract			Subtotal PE/CE Right-of-Way Perm. Repair Totals

Environmental Assessment Recommendation

☒ Categorical Exclusion

EAEIS

Estimated Total

\$15,000

Recommendation

☒ Eligible

☐ Ineligible

FFWA Engineer

Date _____

Date 4-15-05

Concurrence

☐ Yes

☐ No

State Engineer

Date _____

4-15-05

Concurrence

☒ Yes

☐ No

~~Local Agency Representative~~

Date _____

11-15-05



U.S. Department
of Transportation
Federal Highway
Administration

DETAILED DAMAGE INSPECTION REPORT

(Title 23, Federal-aid Highways)

Report Number

WI-90-010

Sheet

1 of 1

Location (Name of Road and Milepost)

SR4A (CORAL SHORES RD) v/o MM 28⁺;
CR941 (BOCA CHICA RD) v/o MM 11⁺

FOR MONROE
COUNTY, FL

FHWA Disaster Number

FL-06-01

Inspection Date

11-15-05

Description of Damage

ROADWAY WASHOUTS ON FED-AID ROADS
IN MONROE COUNTY, FOR HURRICANE WILMA

Federal-aid Route Number

SR4A & CR941

State

County

FL

90-MONROE

Cost Estimate

	Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost	
					Completed	Remaining
Emergency Repair	LANE WASHOUT ON SR4A FOR APPROXIMATELY 980' LF.					\$60,000
	BOTH LANES WASHED OUT ON CR941 FOR APPROXIMATELY 1000' LF.					\$750,000
Method					Subtotal	\$810,000
<input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input checked="" type="checkbox"/> Contract					PE/CE	10% 81,000
					Emergency Repair Total	\$891,000

Permanent Restoration						
Method					Subtotal	
<input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input checked="" type="checkbox"/> Contract					PE/CE	
					Right-of-Way	
					Perm. Repair Totals	

Environmental Assessment Recommendation

☒ Categorical Exclusion

☐ EA/EIS

Recommendation

☒ Eligible

☐ Ineligible

Concurrence

☐ Yes

☐ No

Concurrence

☒ Yes

☐ No

Estimated Total

\$891,000

Date

11-15-05

Date

11-15-05

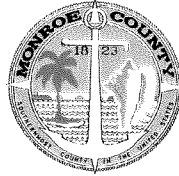
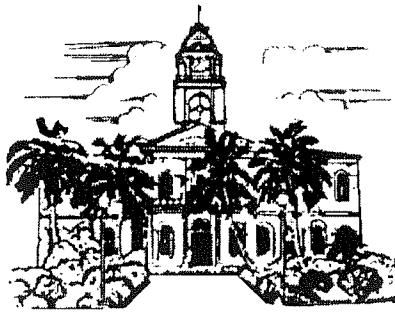
Date

11-15-05

FHWA Engineer

State Engineer

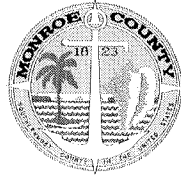
Local Agency Representative



Monroe County
Board of County Commissioners
Engineering Office – Wastewater Department
The Historic Gato Cigar Factory
1100 Simonton Street, Suite 2-216
Key West, FL 33040
(305) 292-4426 – Phone
(305) 292-4321– Fax

**BOARD OF COUNTY
COMMISSIONERS**

Mayor Charles "Sonny" McCoy, District 3
Mayor Pro Tem Murray E. Nelson, District 5
Dixie M. Spehar, District 1
George Neugent, District 2
David P. Rice, District 4



**BOARD OF COUNTY
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Monroe County
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1100 Simonton Street, Suite 2-216
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